

MICHAEL P. MURPHY, COUNTY COUNSEL (SBN 83887)
By: Aimee B. Armsby, Deputy (SBN 222967)
By: Eugene Whitlock, Deputy (SBN 237797)
By: John D. Nibbelin, Deputy (SBN 184603)
Hall of Justice and Records
400 County Center, 6th Floor
Redwood City, CA 94063
Telephone: (650) 363-4757
Fax: (650) 363-4034

Attorneys for Defendants
RAVENSWOOD CITY SCHOOL DISTRICT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EMMA C., et al.,

Plaintiffs,

vs.

DELAINE EASTIN, et al.

Defendants.

Case No. C-96-4179 TEH

**RAVENSWOOD CITY SCHOOL
DISTRICT'S AND CALIFORNIA
DEPARTMENT OF EDUCATION'S
REVISED JOINT SUBMISSION OF
INTERIM 2008-2009 RSIP BUDGET;
REVISED STIPULATION REGARDING
INTERIM ALLOCATION OF RSIP AND
COURT MONITOR BUDGET AND
[PROPOSED] ORDER THEREON**

In accordance with the directives of this Court, the Ravenswood City School District (the "District") and the California Department of Education (the "CDE") hereby jointly submit (1) a revised interim fiscal year ("FY") 2008-2009 Budget for the Ravenswood Self-Improvement Plan (the "RSIP"), (2) a revised interim stipulation regarding the allocation of these budgets as between the District and the CDE, and (3) a proposed order for the Court's consideration.

As communicated in correspondence dated June 11, 2008 from the CDE to the Court, the District and CDE have agreed, on an *interim basis* and pending briefing to the Court on appropriate RSIP Budget and allocations and/or further negotiations, that the RSIP and Court Monitor Budgets agreed on for FY 2007-2008, as well as the allocation of those budgets for FY 2007-2008, shall be applied for FY 2008-

Case No. C-96-4179 TEH

RAVENSWOOD CITY SCHOOL DISTRICT'S AND CDE'S REVISED JOINT SUBMISSION OF
INTERIM 2008-2009 RSIP BUDGET; REVISED STIPULATION REGARDING INTERIM ALLOCATION
OF RSIP AND COURT MONITOR BUDGET AND [PROPOSED] ORDER THEREON

1 2009.

2 Specifically, the interim RSIP Budget for FY 2008-2009 shall be \$2,603,234.00 and the parties
 3 assume that the Court Monitor Budget for FY 2008-2009 shall be \$368,573.00. Further, the interim
 4 allocation of each of these budgets shall be fifty-five percent (55%) to the District and forty-five percent
 5 (45%) to the CDE during the 2008-2009 fiscal year. The District and the CDE agree that the fact that
 6 they have stipulated to an interim budget and allocations for FY 2008-2009 that are the same as they
 7 were in FY 2007-2008 is not a concession by either party that they should remain the same once the
 8 Court has considered briefing of the matter, and shall not preclude either party from arguing for different
 9 amounts for the RSIP Budget or for different allocations.

10 The District and the CDE also agree, on an interim basis, to pay into the Court registry their
 11 allocated shares pursuant to the following schedule:

- 12 • 30 percent of their respective allocated shares (i.e., a total of \$488,288.30 for the
 13 District and \$399,508.61 for the CDE) by August 1, 2008.
- 14 • 60 percent of their respective allocated shares (i.e., a total of \$976,576.59 for the
 15 District and \$799,017.21 for the CDE) by November 14, 2008.¹
- 16 • 80 percent of their respective allocated shares (i.e., a total of \$1,302,102.12 for the
 17 District and \$1,065,356.28 for the CDE) by January 15, 2009.²
- 18 • 100 percent of their respective allocated shares (i.e., a total of \$1,627,627.65 for
 19 the District and \$1,331,695.35 for the CDE) by April 15, 2009.³

20 The District and the CDE request that the Court issue an order to approve the interim RSIP and
 21 Court Monitor Budgets for the 2008-2009 fiscal year and to implement, on an interim basis, the
 22 allocation and schedule described herein.

23 The District and the CDE further agree that the District shall submit quarterly invoices, pursuant
 24 to the same schedule as set forth above, to the Court Monitor reflecting expenditures necessary to

25 _____
 26 ¹ This total includes each party's prior payments made by August 1, 2008.

27 ² This total includes each party's prior payments made by August 1, 2008 and November 14, 2008.

28 ³ This total includes all of each party's prior payments made pursuant to this stipulation.

1 implement the First Amended Consent Decree and the RSIP. The District and the CDE further agree that
 2 copies of all invoices, expenditure reports or other documents provided by the District to the Court
 3 Monitor shall also be provided at the same time to the CDE. The District and the CDE further agree that
 4 they shall meet and confer, upon the request of either party received within 30 days after the submission
 5 of the quarterly invoices to the Court Monitor, regarding the invoices or other documents provided to the
 6 Court Monitor. The parties request that the Court Monitor be instructed to maintain an accounting of all
 7 such invoices and forward them to the Court for immediate payment.

8 The District and the CDE further agree that the District shall arrange for an independent review
 9 by the San Mateo County Office of Education, pursuant to the same schedule as set forth above, of
 10 monies expended by the District in connection with the First Amended Consent Decree and the RSIP.

11 The CDE and the District propose the following briefing schedule relating to the FY 2008-2009
 12 RSIP Budget and the allocation of that budget between the CDE and the District:

- 13 • Each Party's Opening Brief Due: July 25, 2008
- 14 • Each Party's Responsive Brief Due: August 8, 2008
- 15 • Hearing: August 22, 2008 (or as determined by the Court)

1 This stipulation is valid only until the Court resolves the issues of the FY 2008-2009 RSIP
2 Budget and its allocation as between the CDE and the District or the parties enter into a further
3 stipulation that is approved by the Court.
4

5 Dated: June 19, 2008

MICHAEL P. MURPHY, COUNTY COUNSEL

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7 By: _____/s/
8 Aimee B. Armsby, Deputy

9 Attorneys for Defendants
10 RAVENSWOOD CITY SCHOOL DISTRICT

11 OFFICE OF THE CALIFORNIA ATTORNEY
12 GENERAL

13
14 By: _____/s/
15 George Prince, Deputy

16 Attorneys for Defendants CALIFORNIA
17 DEPARTMENT OF EDUCATION,
18 SUPERINTENDENT OF PUBLIC
19 INSTRUCTION JACK O'CONNELL, in his
20 individual capacity, STATE BOARD
21 OF EDUCATION, and any past or present
22 member of the STATE BOARD OF
23 EDUCATION in their individual capacities.
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[PROPOSED] ORDER

The Court has reviewed the above revised joint submission and revised stipulation of the District and the CDE regarding the interim content of the RSIP and Court Monitor Budgets for the 2008-2009 academic year, as well as the interim allocation of the RSIP and Court Monitor budgets between the District and the CDE.

Good cause appearing therefore, it is hereby ORDERED as follows:

- a. The Interim RSIP Budget proposed by the District and the CDE for the 2007-2008 academic year, a copy of which is attached hereto as Exhibit A, is hereby APPROVED.
- b. The Court Monitor's budget of \$368,573 for the 2008-2009 academic year is hereby APPROVED.
- c. Financial responsibility for the RSIP and Court Monitor budgets is hereby allocated, on an interim basis, fifty-five percent (55%) to the District and forty-five percent (45%) to the CDE.
- d. The fact that the District and the CDE have stipulated to the interim RSIP Budget and the interim allocation of the RSIP and Court Monitor Budgets shall not preclude either party from subsequently arguing for different amounts for the RSIP Budget or for different allocations.
- e. Unless and until the Court enters further orders regarding the matter, the District and the CDE shall pay into the Court registry their allocated shares of the interim RSIP and Court Monitor budgets pursuant to the following schedule:
 - 30 percent of each party's respective allocated share (i.e., a total of \$488,288.30 for the District and \$399,508.61 for the CDE) by August 1, 2008.
 - 60 percent of each party's respective allocated share (i.e., a total of \$976,576.59 for the District and \$799,017.21 for the CDE) by November 15, 2008.
 - 80 percent of each party's respective allocated share (i.e., a total of \$1,302,102.12 for the District and \$1,065,356.28 for the CDE) by January 15, 2009.
 - 100 percent of each party's respective allocated share (i.e., a total of \$1,627,627.65 for the District and \$1,331,695.35 for the CDE) by April 15, 2009.
- f. The District shall submit quarterly invoices, pursuant to the same schedule as set forth in paragraph e, above, to the Court Monitor reflecting expenditures necessary to implement the First

Amended Consent Decree and the RSIP. The District shall provide the CDE with copies of all invoices, expenditure reports or other documents provided by the District to the Court Monitor in compliance with this Order. The parties shall meet and confer, upon the request of either party made within thirty days after the submission to the Court Monitor of the documentation referred to in this paragraph f, regarding the invoices or other documents provided to the Court Monitor pursuant to this paragraph f. The Court Monitor shall maintain an accounting of all such invoices and forward the invoices to the Court for immediate payment.

g. The District shall arrange for an independent review by the San Mateo County Office of Education, pursuant to the same schedule as set forth in paragraph e, above, of monies expended by the District in connection with the First Amended Consent Decree and the RSIP.

h. The District and the CDE shall submit briefing regarding the 2008-2009 RSIP Budget and its allocation as between them pursuant to the following schedule:

- Each Party's Opening Brief Due: July 25, 2008
- Each Party's Responsive Brief Due: August 8, 2008

i. The interim FY 2008-2009 RSIP Budget and allocation shall be valid only until the Court resolves the issues of the FY 2008-2009 RSIP Budget and its allocation as between the CDE and the District or the parties enter into another stipulation that is approved by the Court.

IT IS SO ORDERED.

